

These Terms & Conditions ("**Terms**") are incorporated by reference in all quotations and estimates provided by Shore Fire Protection Ltd. ("**Contractor**") to the client ("**Client**") for annual fire protection system inspection and testing as well as ancillary services (collectively, the "**Services**") as outlined in the attached quotation or estimate ("**Quote**") and shall be binding upon both parties upon acceptance of the Quote.

1. **Scope of Work:** The Contractor agrees to provide the Services to the Client as outlined in the attached Quote. If the Client requests any additional services from the Contractor beyond those set out under the Quote, the Contractor shall provide further quotations and/or estimates, the terms of which shall be governed by these same Terms, unless expressly agreed otherwise in writing between the Client and Contractor.
2. **Payment Terms:** Client shall make payment to Contractor for Services in accordance with the terms specified in the Quote. Contractor shall issue invoices to Client within 30 days of completion of any scope of Services, and Client shall make payment of such invoices within 30 days of receipt from Contractor. In the event of late payment, Contractor reserves the right to charge interest at a rate of 10% per month on any outstanding balance. Unless otherwise expressly provided under the Quote, Contractor shall be entitled to increase the price shown in the Quote by 2% annually, beginning on the 1-year anniversary of the date shown on the Quote.
3. **Term:** Contractor shall provide the Services specified in the Quote until such time that either party serves written notice of termination in accordance with Section 4 [Termination] of these Terms. Unless terminated prior, the Services shall be automatically renewed on an annual basis on these same Terms as set out herein, subject to adjustment of payment terms in accordance with Section 2 [Payment Terms] of these Terms or as otherwise agreed to in writing by the parties.
4. **Termination:**
 - (a) **For Convenience:** Either party may terminate the Services for convenience on 30 days written notice to the other. In event of such termination, Client shall remain liable to pay Contractor for any Services completed up to and including the effective date of such termination including, without limitation, full indemnification for any legal fees or disbursements incurred by the Contractor in connection with enforcing its right to payment of any outstanding invoices issued in accordance with Section 2 [Payment Terms] of these Terms.
 - (b) **For Default:** In the event the Client fails to make payment of any invoices issued by the Contractor in accordance with Section 2 [Payment Terms] of these

Terms and Conditions, Contractor may immediately suspend and/or terminate the Services on written notice to Client. In event of such suspension and/or termination, Client shall remain liable to pay Contractor for any Services completed up to and including the effective date of such suspension and/or termination including, without limitation, full indemnification for any legal fees or disbursements incurred by the Contractor in connection with enforcing its right to payment of any outstanding invoices issued by the Contractor in accordance with Section 2 [Payment Terms] of these Terms.

5. **Scheduling, Cancellation & Rescheduling of Services:** Contractor reserves the right to automatically schedule appointments for the Services without advance approval and shall provide the Client written notice of no less than 7 days prior to the scheduled appointment. Client may cancel or reschedule Services by providing further written notice to Contractor no less than 2 days prior to the scheduled appointment for the Services. Cancellations made within 2 days may be subject to a cancellation fee of \$500.
6. **Compliance with Applicable Codes:** The Services provided by Contractor shall comply with all applicable BC Building Code and BC Fire Code standards.
7. **Reporting Requirements:** Contractor shall provide written reports detailing the work performed, including any necessary recommendations or repairs, at regular intervals as agreed upon by both parties. Inspection reports are advisory and assist in identifying obvious defects. Final responsibility for the system's condition lies with the Client.
8. **Workmanship Warranty:** Contractor warrants that all Services will be performed in a workmanlike manner. Workmanship provided by Contractor for any scope of the Services is guaranteed for a period of one (1) year from the date of completion of such scope of the Services, and, subject to exclusions to liability set out under Section 9 [Exclusion of Liability] of these Terms, any defects in workmanship of the Contractor will be remedied by Contractor at no additional cost to the Client.
9. **Exclusions of Liability:**
 - (a) **Compliance with AHJ Requirements & Municipal Codes:** Unless otherwise expressly provided under the Quote, Contractor does not undertake an obligation to inspect for compliance with municipal laws or regulations and Client acknowledges that a municipal Authority Having Jurisdiction ("**AHJ**") may establish additional requirements in excess of those under the BC Building Code and/or BC Fire Code standards. Client should make themselves aware of

applicable AHJ requirements and municipal codes and references in order to ensure that contracted Services fulfill these requirements. The Contractor shall be entitled to be paid on a time and material basis for any additional work required by a municipal AHJ to comply with municipal requirements in excess of those under the BC Building Code and/or BC Fire Code.

- (b) Repairs to Existing Fire Protection System Components Following Inspection & Testing: Unless otherwise expressly provided under the Quote, Contractor shall not be liable for any repair or remedial works required to existing fire protection system components, including piping, as a result of any inspections or tests in connection with the Services, including any indirect, incidental or consequential damages of any kind in relation thereto. If requested by the Client, the Contractor shall be entitled to be paid by the Client on a time and material basis for any repair or remedial work for existing fire protection system components required as a result of inspections or tests in connection with the Services.
- (c) Equipment Failure and Property Damage: Contractor is not liable for any fire protection system equipment failures or damage to the property that may occur during the process of servicing, inspecting, or testing, which is a result of manufacturer defects or damaged fire protection equipment. In the event of any failures of the fire protection system due to defective equipment or components installed by the Contractor, the Client is responsible for pursuing any warranty-related claims in relation to the defective equipment or components directly with the manufacturer(s).
- (d) Servicing, Alterations, or Modifications by Owner or Third Parties: In no event shall Contractor be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, or modifications of the fire protection system or any of its component parts by the Client or any third parties.
- (e) Winterization Services: Contractor endeavors to drain all low points of fire protection system piping of water before winter; however, the Contractor shall not be held liable for any direct, indirect, incidental or consequential damages in the event that any residual water remaining or accumulating at said low points freeze. Winterization services are considered preventative maintenance and low points of fire protection system piping may still contain water after winterization due to potential condensation.
- (f) Estimates from Third Party Fire Protection System Component Suppliers: Any estimates for new or

replacement fire protection system components from third party suppliers provided by the Contractor as part of the Quote are solely for informational purposes, and Contractor cannot guarantee pricing of any fire protection system components from third party suppliers. The Client shall be responsible for reimbursing Contractor for the actual cost of any fire protection system components purchased from third party suppliers on provision supporting documentation by Contractor.

- 10. **Limitation of Liability:** Should Contractor be found liable to Client for any loss, damage or injury arising from or in connection with the Services, Contractor's liability shall be limited to the greater of: (a) an amount equal to the total fees paid by the Client for the Services, or (b) for any loss, damage or injury for which insurance coverage is available, to the coverage limits applicable to such loss, damage or injury; however, in no event shall Contractor be liable to Client for any indirect, incidental or consequential damages of any kind, including but not limited to damages arising from the use, loss of use, performance, or failure of the fire protection system to perform.
- 11. **Force Majeure:** The Client acknowledges and agrees that Contractor is not responsible for any damages or delays in connection with the Services caused by labour strikes, accidents, weather conditions, fires, acts or omissions of other contractors or the Client, faulty equipment, failure or delay in delivery from suppliers, government restrictions, or any other causes beyond its control.
- 12. **Indemnification:** Client agrees to indemnify and hold Contractor harmless from any claims, damages, or liabilities arising out of the use or operation of the fire protection system components, including alarms and sprinkler systems, except to the extent such claims, damages or liabilities were caused by the negligence or willful misconduct of Contractor.
- 13. **Insurance:** Contractor shall maintain appropriate insurance coverage, including general liability and workers' compensation, throughout the term of the Services.
- 14. **Governing Law and Jurisdiction:** These Terms shall be governed by and construed in accordance with the laws of the province of British Columbia. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of British Columbia.
- 15. **Entire Agreement:** These Terms contain the entire understanding between the parties in relation to the Services and supersedes all prior agreements and understandings, whether oral or written.